

2013 WL 10913106 (La.Dist.Ct.) (Trial Motion, Memorandum and Affidavit)

District Court of Louisiana,

22nd Judicial District.

St. Tammany Parish

Forest DOBRONICH, And George Dobronich, As Mandatory

Agents and Attorneys-in-Fact of Sidney Dobronich,

v.

Darnay THIBODAUX And Calvin Thibodaux.

No. 2013-11784.

May 21, 2013.

Division: "D"

Petition for Temporary Restraining Order, Preliminary Injunction, And Permanent Injunction

The Vallejo Law Firm, LLC, Peggy Gonsoulin Vallejo, Bar No. 26539, 428 West 21st Avenue, Covington, Louisiana 70433, (985) 892-6855, (985) 892-6898 Facsimile, peggyvallejo@hotmail.com, for Petitioners, Forest Dobronich, And George Dobronich.

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DEPUTY CLERK

The petition of FOREST DOBRONICH, and GEORGE DOBRONICH, as Mandatory Agents and Attorneys-in-Fact of SIDNEY DOBRONICH, persons of the full age of majority, and residents of Diamond Head in the County of Hancock, Mississippi, and Picayune in the County of Pearl River County, Mississippi, respectively, respectfully represent:

1.

Sidney Dobronich, is an eighty-five (85) year old resident of the Parish of St. Tammany

2.

Defendants DARNAY THIBODAUX and CALVIN THIBODAUX have taken advantage of SIDNEY DOBRONICH's ill-health and advanced age by exploiting him with the use of a Power of Attorney for their own advantage.

5.

On or about February 10, 2013 Sidney Dobronich allegedly suffered a [heart attack](#) and was brought to St. Tammany Parish Hospital by defendants DARNAY THIBODAUX and CALVIN THIBODAUX. The THIBODAUX's failed to contact any of Mr. Dobronich's friends or family members that he had been hospitalized. During Mr. Dobronich's hospitalization in February 2013 the THIBODAUX's brought a Notary to the hospital and fraudulently had Mr. Dobronich execute a Power of Attorney giving the THIBODAUX's full and complete authority over all of Mr. Dobronich's finances and assets. *See Power of Attorney executed on February 14, 2013 attached as Exhibit "I".*

6.

On the same day, the THIBODAUXs also had a Last Will and Testament prepared and fraudulently had Mr. Dobronich execute the Will leaving DARNAY THIBODAUX and CALVIN THIBODAUX all of Mr. Dobronich's property and assets at the time of his death. *See Last Will and Testament executed on February 14, 2013 attached as Exhibit "2"*.

7.

During this same hospitalization the THIBODAUX's had an Act of Donation prepared and fraudulently had Mr. Dobronich execute the Act of Donation donating his immovable property to Darnay THIBODAUX and Calvin THIBODAUX with a lifetime usufruct to Mr. Dobronich. *See Act of Donation with no date of execution but filed into the St. Tammany Parish Records on February 25, 2013 attached as Exhibit "3"*.

8.

At no time did the THIBODAUX's make any attempt to contact Mr. Dobronich's friends or relatives to inform them that he had been hospitalized or that he was effectively disposing of all of his immovable assets to the THIBODAUX's.

9.

After the THIBODAUXs fraudulently obtained the Power of Attorney they then persuaded Mr. Dobronich to contact his broker, Mr. Joseph Romano, to withdraw large sums of cash from his brokerage accounts. Between February 14, 2013 and March 15, 2013 the THIBODAUX's obtained more than \$320,000.00 of Mr. Dobronich's cash from his accounts. The THIBODAUX's then proceeded to purchase a new 2013 Nissan, a 2013 Chevrolet Truck, a farm tractor, and multiple other movables with Mr. Dobronich's money. They even attempted to purchase a \$37,000.00 camper.

10.

On or about March 12, 2013 Mr. Dobronich fell and broke his hip in his home. DARNAY THIBODAUX was present in Mr. Dobronich's home at the time of his fall. Again DARNAY and CALVIN THIBODAUX failed to contact any of Mr. Dobronich's friends or family members to inform them that Mr. Dobronich had [broken his hip](#) and had been hospitalized.

11.

On or about March 15, 2013, Mr. Dobronich's broker became suspicious and contacted one of Mr. Dobronich's friends to notify them of the large sums of cash being withdrawn from Mr. Dobronich's accounts. That friend immediately contacted FOREST Dobronich and George Dobronich and informed them of the THIBODAUX's actions. FOREST and George then contacted the St. Tammany Parish Sheriff's Office (STPSO). The STPSO immediately undertook an investigation into the activities of the THIBODAUX's. The STPSO is conducting an investigation for Exploitation of the [Elderly](#) by Use of a Power of Attorney for their own advantage. The Item No. of that investigation with the STPSO is No. 2013-04078.

12.

Detective Stefan Montgomery of the STPSO contacted [Elder Abuse](#) Protective Services which entity has opened a case file in this matter.

13.

During Det. Montgomery's investigation, he questioned the THIBODAUX's about their activities and informed them that they are under investigation for their activities with regard to Mr. Dobronich's finances and property.

14.

Even after Det. Montgomery informed the THIBODAUX's that the STPSO's had begun an investigation into their activities, the THIBODAUX's again went to St. Tammany Parish Hospital where Mr. Dobronich was being treated for the [broken hip](#) and convinced him to withdraw another \$17,000.00 from his account to purchase a camper. The check in the amount of \$17,000.00 was not valid as Det. Montgomery had been able to have Mr. Dobronich's account at Capital One frozen and not accessible to the THIBODAUX's, unbeknownst to them.

15.

Prior to the instant suit being filed, Forest Dobronich and George Dobronich filed a Petition for Temporary Restraining Order, Preliminary Injunction and Permanent Injunction, Suit No. 2013-11468 to prevent the THIBODAUX'S from continued undue influence and continued attempts to fraudulently obtain any additional sums from SIDNEY DOBRONICH. The Temporary Restraining Order was executed by the Court on March 28, 2013. Thereafter, SIDNEY DOBRONICH was released from St. Tammany Parish Hospital and was assisted by his nephew Forest Dobronich at Forest's home to recovery from hip surgery.

16.

At that point, SIDNEY DOBRONICH had contacted his financial institutions and financial broker and informed them of the THIBODAUX's fraudulent activities and requested that the THIBODAUX's have no further authority with respect to SIDNEY DOBRONICH, his property and his assets. Additionally, SIDNEY DOBRONICH was recovering at the home of his nephew in Mississippi and had no further contact with the THIBODAUX'S. In light of those events, the Dobronich's believed that the Temporary Restraining Order, Preliminary Injunction and Permanent Injunction were no longer necessary and requested that suit be dismissed without prejudice. The Order of dismissal was executed on April 8, 2013. *See Motion and Order to Dismiss attached hereto as Exhibit "4"*.

17.

In the present suit, SIDNEY DOBRONICH filed a Petition for Revocation of Act of Donation, Return of Cash and Movable Property, for Damages, and For Order of Sequestration. A preliminary Order of Sequestration was executed by the Court on April 17, 2013 and a hearing was scheduled for May 14, 2013 on the Order of Sequestration. Undersigned counsel was unfortunately ill on May 14, 2013 and unable to even enter the courthouse. However, while Sidney Dobronich sat in the hallway on the morning of May 14, 2013 waiting for undersigned counsel to arrive, defendants DARNAY THIBODAUX and CALVIN THIBODAUX approached Sidney Dobronich, hugged him, called him "Papa" and told him that they were going to take him home with them "real soon". The Thibodaux's were arrested and are now free on bond for exploitation of the [elderly](#) and their theft of more than \$320,000.00 of Mr. Dobronich's property and money, yet they had the audacity to approach this eighty-five (85) year old infirm man in the courthouse and once again attempt to unduly influence him.

18.

Unless they are restrained and prohibited by this Court, defendants, DARNAY THIBODAUX and CALVIN THIBODAUX, their agents, their attorney, their assigns and/or relatives will continue to take advantage of SIDNEY DOBRONICH'S ill-health and advanced age, and they may again attempt to unduly influence, transfer, move, dispose of, alienate or otherwise encumber SIDNEY DOBRONICH'S personal assets, at which point irreparable injury, loss or damage may otherwise result to SIDNEY DOBRONICH.

19.

In order to fully protect Mr. Dobronich's interests in and to all of his personal assets, Petitioners FOREST DOBRONICH and GEORGE DOBRONICH desire that a temporary restraining order issued herein:

a. Prohibiting the defendants, DARNAY THIBODAUX and CALVIN THIBODAUX, their agents, their attorney, their assigns and/or relatives from from **abusing**, harassing, stalking, following, or threatening SIDNEY DOBRONICH, or any of his relatives, associates, employees, employers, agents or otherwise, in any manner whatsoever. This prohibition includes the use, attempted use, or threatened use of force or physical violence that would reasonably be expected to cause bodily injury.

b. Prohibiting the defendants, DARNAY THIBODAUX and CALVIN THIBODAUX, their agents, their attorney, their assigns and/or relatives from any and all contact whatsoever with any of SIDNEY DOBRONICH'S financial agents, brokers, bankers, or any other entity involving any and all assets belonging to SIDNEY DOBRONICH.

c. Prohibiting the defendants, DARNAY THIBODAUX and CALVIN THIBODAUX, their agents, their attorney, their assigns and/or relatives from any and all contact whatsoever with SIDNEY DOBRONICH, or any of his relatives, associates, employees, employers, agents or otherwise personally, electronically, by phone, in writing, or through a third-party, without the express written permission of this court.

d. Prohibiting defendants, DARNAY THIBODAUX and CALVIN THIBODAUX, their agents, their attorney, their assigns and/or relatives from going within 100 yards of the residence of Sidney Dobronich, or any of his relatives, associates, employees, employers, agents or otherwise.

e. Ordering tile defendants, DARNAY THIBODAUX and CALVIN THIBODAUX, their agents, their attorney, their assigns and/or relatives not to damage any belongings of Sidney Dobronich in their possession and to preserve any and all belongings of Sidney Dobronich in their possession.

f. Prohibiting the defendants, DARNAY THIBODAUX and CALVIN THIBODAUX, their agents, their attorney, their assigns and/or relatives from transferring, moving, disposing of, alienating, or otherwise encumbering any of the personal assets belonging to SIDNEY DOBRONICH. In due course, preliminary and permanents injunction should issue to the same effect.

20.

Petitioners FOREST DOBRONICH and GEORGE DOBRONICH desire that a *rule nisi* issue herein ordering defendants, DARNAY THIBODAUX and CALVIN THIBODAUX, to show cause why the Temporary Restraining Order requested herein should not be made a Preliminary Injunction and thereafter a Permanent Injunction and further why defendants, DARNAY THIBODAUX and CALVIN THIBODAUX, should not be ordered to pay all court costs and attorney's fees in this matter.

21.

There is presently a hearing scheduled on the matter of the Writ of Sequestration on June 25, 2013 and Petitioner requests that the hearing on this Petition be extended beyond the ten (10) day period. No prejudice will be had by defendants DARNEY

THIBODAUX and CALVIN THIBODAUX (except for the opportunity to continue to attempt to influence and harass SIDNEY DOBRONICH) if the hearing in this matter is set on the same date as the Sequestration matter.

WHEREFORE, petitioners FOREST DOBRONICH and GEORGE DOBRONICH pray that service and citation be issued herein on defendants, DARNAY THIBODAUX and CALVIN THIBODAUX, and:

1. That the Temporary Restraining Order requested herein be granted;
2. That a *rule nisi* be issued to defendants, DARNAY THIBODAUX and CALVIN THIBODAUX, to show cause why a Preliminary Injunction and thereafter a Permanent Injunction as requested herein should not be granted.
3. That the Rule in this matter be set on June 25, 2013.
4. That defendants, DARNAY THIBODAUX and CALVIN THIBODAUX, be cast with costs and attorney's fees;
5. That defendants, DARNAY THIBODAUX and CALVIN THIBODAUX, be advised of the penalties for violating the Preliminary Injunction, and Permanent Injunction;
6. That all other equitable relief as the court deems proper and necessary be granted.

RESPECTFULLY SUBMITTED,

THE VALLEJO LAW FIRM, LLC

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FOR PETITIONERS, FOREST DOBRONICH

And GEORGE DOBRONICH